SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
---X
Index No.

ADAM D WHITE and LAW OFFICE OF VACCARO & WHITE, LLP,

Plaintiffs,

VERIFIED COMPLAINT

-against-

STEPHEN VACCARO and STEVE VACCARO LAW, LLP,

Defendants
---X

Plaintiffs, by their attorney, Anthony Michaels, Esq., complaining of the Defendant herein, respectfully sets forth and alleges the following:

STATEMENT OF FACTS

THE PARTIES

1. Plaintiff ADAM D. WHITE ("WHITE") was and is a resident of the County Kings, City and State of New York and admitted to practice law in the State of New York.

2. Plaintiff LAW OFFICE OF VACCARO & WHITE, LLP, ("V&W") was, and still is, a NEW YORK partnership with its principal place of business at 150 Broadway, Suite 1703, in the County of New York, City and State of New York.

3. Defendant, STEPHEN VACCARO ("VACCARO"). was and still is a resident of New York County, City and State of New York and admitted to practice law in the State of New York.

THE PARTNERSHIP

4. VACCARO and WHITE agreed to form a law partnership. V&W, on June 1, 2013, primarily handling personal injury cases on a contingency fee basis.

5. WHITE had previously run his own personal injury law practice primarily representing injured bicyclists for approximately 15 years while VACCARO had spent most of

his legal career up until then as an associate at a large law firm representing insurance companies and corporations, billing by the hour.

6. Prior to WHITE and VACCARO's agreement to form V&W, WHITE had a well-established, larger, and more valuable case load of personal injury cases compared to VACCARO's newer and smaller practice.

7. Nonetheless, VACCARO and WHITE each agreed to contribute all their pre-partnership active personal injury cases to V&W and share equally the profits generated from those cases as well as all subsequent cases V&W acquired.

8. VACCARO and WHITE agreed that as partners in V&W, each party would share equally in the costs of operating V&W, the profits generated from V&W's cases and those cases referred to other counsel.

9. On December 30, 2013, WHITE emailed VACCARO stating that WHITE would be issuing VACCARO a check in the amount of $68,173.65, an IRS 1099 form reflecting the payment and confirming their earlier agreement of June 1, 2013. See Plaintiffs' Exhibit "A".

10. The check WHITE issued to VACCARO represented half of the legal fees collected for settlements on WHITE's pre-partnership cases that settled between June 1, 2013 and December 31, 2013 that was in excess of the value of the value of VACCARO's pre-existing case settlements covering the same period.

11. Exhibit A confirms in writing the partnership agreement that: a. each party has a 50% interest in the other's pre-partnership ("legacy") and joint cases and b. each partner's interest survives the dissolution of the partnership unless modified by a superseding agreement.

12. On information and belief. VACCARO received the December 30. 2013, email, the check and the IRS 1099.

13. VACCARO cashed the aforementioned check (Para. 9. supra.).

14. On information and belief, VACCARO filed the abovementioned IRS 1099 with his 2013 or thereafter tax return.

15. By written agreement dated January 1, 2014 (Exhibit "B") equal partnership understandings are confirmed without superseding any prior written agreement.

16. WHITE trained, educated and mentored VACCARO on all aspects of litigating personal injury lawsuits on behalf of injured bicyclists and managing a successful law practice.

PARTNERSHIP ASSETS

17. Throughout the V&W partnership, both parties invested equally significant sums of money in, among other things, marketing, promotion, materials and advertising.

18. These promotional materials contained the firm's name and phone number.

19. The parties also invested significant sums of money in the firm's website including, but not limited to, video content of V&W client interviews and interviews of VACCARO and WHITE.

20. V&W'S promotional materials were directed at a niche market involving bicyclists and pedestrians.

21. Promotional efforts included sponsoring bicycle and safe streets advocacy centric events citywide and appearances by both partners at events promulgating bicycling and safe streets culture.

22. V&W is well known and associated with legal representation of injured bicyclists and safe streets advocacy.

RECENT EVENTS AFFECTING VW PARTNERSHIP

23. On or about October 17, 2022, VACCARO fell off his bicycle, couldn't recall what happened, suffered trauma to his head and a fractured clavicle, which required surgery.

24. Shortly thereafter in 2022, VACCARO fell down subway stairs suffering trauma to his face and head. WHITE was notified by a friend of VACCARO'S, who received a call from a stranger who had recovered VACCARO'S cellphone.

25. On or about January 3, 2023, VACCARO, while at V&W's office, appeared to be experiencing physical difficulties with his balance and walking, stated to WHITE and other staff that he was also experiencing cognitive issues and had not sought medical treatment despite acknowledging that he had been experiencing the aforementioned symptoms since December 31, 2022.

26. VACCARO rejected WHITE'S advice to seek immediate medical attention, attesting he could practice and proceeded to an in-person judicial conference on a significant V&W case.

27. Around that time, WHITE alerted VACCARO that V&W's other paralegal had not shown up for work for about 2 weeks and was not responding to emails he sent her. VACCARO dismissed WHITE's concern and told WHITE that he would "handle it."

28. On January 5, 2023, VACCARO was hospitalized and underwent emergency surgery to address a large blood clot that had shifted his brain.

29. On information and belief, treating physicians attributed the damage to one or more recent traumas to VACCARO'S head.

30. VACCARO was unable to work because of his surgery, hospitalization, and recovery.

31. During that time when VACCARO was incapacitated and based upon the other paralegal's continued unauthorized absence from work and failure to respond to emails, WHITE terminated her employment with the firm. VACCARO refused to accept WHITE's decision to terminate V&W's other paralegal.

32. While VACCARO was convalescing, WHITE became aware of an email from a former employee, who terminated her employment on November 1, 2021. WHITE had not seen this email because it had gone to his email's spam folder. He was alerted to it after discussing VACCARO's other concerning behaviors and judgment with V&W staff.

33. The former employee previously stated she resigned due to circumstances beyond her control.

34. In her email, the former employee claimed the true reason for her resignation was VACCARO'S behavior to wit., exhibiting abusive, antagonistic, belittling and bullying behavior, thereby creating a hostile work environment making it impossible for her to continue her employment with the firm.

35. After VACCARO'S recovery and return to work, V&W's sole remaining paralegal, who was with the firm since 2016, complained to both WHITE and VACCARO about VACCARO's behavior in the office and conduct towards him.

36. The parties met with the paralegal, airing complaints about VACCARO's behavior and the work environment.

37. The work accommodation proposed by the paralegal that he work remotely on all V&W'S cases was rejected by VACCARO who refused to allow the paralegal to work on any of the V&W cases he was handling.

38. VACCARO refused to acknowledge responsibility regarding his behavior, and instead blamed WHITE and claimed VACCARO was being deprived of support staff.

39. The staff member also related to WHITE that VACCARO, in front of staff, had referred to a transgender client as "Victor Victoria", which made him and other staff feel uncomfortable.

40. VACCARO's actions and behavior created a highly stressful, disruptive and hostile work environment for everyone employed by the firm, and caused harm to V&W.

ATTEMPTED MEDIATION, DEMANDS AND NEGOTIATIONS

41. As a result of the aforementioned issues the parties agreed to try and resolve them through a third party mediator.

42. WHITE worked with the third party mediator in good faith in reliance on the parties' expressed purpose to address their issues.

43. While working with the mediator, WHITE was informed by the mediator that VACCARO was preparing for a dissolution of V&W.

44. WHITE continued to make good faith attempts to address VACCARO's expressed concerns to maintain and preserve V&W. These efforts were rejected by VACCARO and no settlement was reached.

45. Starting the end of March/early April, both parties retained counsel to negotiate a settlement and resolve issues between the parties.

46. These negotiations, over a period of six (6) months resolved issues regarding V&W cases being handled by an attorney at the time employed by V&W, among other issues.

47. During the negotiations, the parties, through their respective representatives, exchanged demands, issues and concerns.

48. Notwithstanding the considerable efforts to resolve the disposition of assets of the firm, no agreement could be reached.

PARTNERSHIP STATUS 2023

49. Up to mid-March of 2023, both parties abided by their partnership agreement by equally sharing the costs of operating V&W and equally sharing the profits generated from all V&W cases and other cases referred to outside counsel.

50. On March 16, 2023, WHITE emailed VACCARO that they were at "an impasse" and in response VACCARO emailed WHITE saying he was dissolving the partnership.

51. VACCARO believed then and continues to believe now, that V&W dissolved when VACCARO pronounced it dissolved on March 16th.

52. On June 30, 2023, VACCARO emailed WHITE declaring the partnership "over as of July 1, 2023."

53. On June 30, 2023, VACCARO sent a 90 day notice to the firm's Landlord terminating V&W's lease in a misplaced effort to cancel the parties' personal guarantees.

54. On October 13, 2023, VACCARO emailed WHITE declaring as of the first week of January, 2023 (when VACCARO was hospitalized), the partnership "…was dissolved."

55. Notwithstanding VACCARO'S multiple claims of dissolution spanning a period of over (9) months, VACCARO continued to practice law under the aegis of V&W, using assets of the firm including its office space, phone number, website, cash reserves and drawing legal fees consistent with the partnership's 50:50 agreement, through October 2023.

56. VACCARO has continued to operate in V&W's office space, utilize V&W's phone and fax number, and utilize V&W's website, among other things, to date.

57. VACCARO has selectively debited the partnership account for expenses relating to V&W cases through August 2023.

58. VACCARO has continued to represent to V&W's 401K plan administrator that V&W is still extant and planning on making an end of year contribution to the plan for 2023.

59. VACCARO has continued to accept draws of 50% of fees earned by WHITE on V&W cases on January 3, 2023, January 17, 2023, March 9, 2023, May 26, 2023, June 30, 2023, and August 11, 2023, totaling $350,000.00 and consistent with the partnership agreement.

60. WHITE continues to comply with the partnership agreement by settling cases he is handling and depositing the proceeds into V&W's IOLA escrow account, which is accessible to both partners.

61. VACCARO has withheld information regarding settlements made on V&W cases.

62. VACCARO has stated that he is entitled to 100% of the legal fees obtained in any new cases, while operating as a partner and availing himself of all partnership assets, thereby violating V&W's partnership agreement and the partnership custom and practice of equally sharing the fees generated on all V&W cases.

63. VACCARO has disavowed the partnership agreement regarding older pending cases he has been handling and states that he is entitled to more than 50% of the legal fees in these matters upon settlement.

64. In July of 2023, both Partners negotiated a Partnership settlement with an attorney employed V&W who had been handling V&W cases.

65. The settlement provided for, among other things, fee share allocations between V&W and the attorney for V&W clients who chose to retain the attorney and substitute V&W as counsel.

66. The Partners negotiated a schedule of fees wherein each V&W partner was to receive 50% of any legal fees due V&W as well as 50% of any expenses paid by V&W at settlement.

67. VACCARO, after his purported "terminations" has used valuable assets including V&W'S telephone number, office space, and website in obtaining bicyclist and pedestrian personal injury contingency fee cases.

68. VACCARO'S notices are invalid, of no legal effect and fail to dissolve the partnership.

69. VACCARO, while operating in his capacity as a partner, has wrongfully tried to dissolve the partnership.

70. VACCARO has wrongfully signed up new cases in his own new law firm's name.

71. VACCARO has failed to provide WHITE with information concerning V&W cases VACCARO had been handling pre March 2023 and information concerning cases VACCARO signed up from March, 2023 through the present except for a schedule of names of new clients whose cases he is handling.

72. VACCARO has failed to notify WHITE of V&W cases that he has settled during the period between March, 2023 to date, with a few exceptions.

73. VACCARO has failed to account to WHITE or V&W for expenses paid by V&W in settled cases.

74. VACCARO has misappropriated and has access to funds belonging to V&W for expenses paid by V&W.

75. VACCARO has failed to notify either WHITE or V&W of the amount of expenses paid by V&W.

76. VACCARO has failed account to WHITE for WHITE'S portion of legal fees in settled cases.

77. VACCARO has misappropriated and has access to funds belonging to WHITE for WHITE'S portion of legal fees in settled cases.

78. VACCARO has failed to notify WHITE of his portion of legal fees in settled cases.

79. VACCARO asserts that all cases coming into the V&W office, via assets of V&W are VACCARO'S cases, do not require any distribution to WHITE.

80. VACCARO created a separate case management account in Basecamp and a separate account in Dropbox in his own name or the name of his own law firm without prior notice to or consent of WHITE or V&W.

81. On information and belief, the aforementioned management accounts contain cases that are assets of V&W.

82. Neither WHITE nor V&W has access to these case management accounts.

83. VACCARO's actions of setting up separate accounts violated his obligations of transparency to WHITE and V&W, contravenes the partnership agreement, custom and practice and his fiduciary duties he owes both WHITE and V&W.

84. WHITE made it clear to VACCARO that WHITE objected to VACCARO operating his own separate law firm from V&W's office, utilizing V&W's phone number and website.

85. In April, 2023, WHITE acquiesced to VACCARO'S request that VACCARO hire and pay for his own paralegals who would work on V&W cases VACCARO was handling in V&W's office.

86. VACCARO's request to WHITE confirms VACCARO was operating within the framework of the partnership.

87. While operating in furtherance of the partnership under the aegis and utilizing the assets of V&W, VACCARO was also operating his own practice and signing up new clients in his own firm's name.

88. VACCARO instructed his newly hired staff to promptly answer the phone calls and website inquiries coming into the firm and route all new potential clients to VACCARO and not to WHITE.

89. During the period newly hired staff answered calls, VACCARO signed up more than twice as many new clients calling the firm's phone number than WHITE signed up.

90. VACCARO contends he is entitled to 100% of the fees generated from new clients during this period.

91. VACCARO instructed the newly hired staff to keep WHITE "on the defensive" and not allow WHITE access to any files including older V&W cases.

92. VACCARO represented to WHITE that his intention with respect to dissolution of the firm and WHITE was to be transparent, operate fairly, expeditiously, and with minimal acrimony.

93. VACCARO was under fiduciary and contractual duties to WHITE and V&W, as a partner, to deal with WHITE fairly and reasonably.

94. VACCARO has breached his fiduciary and contractual duties and the firm's custom and practice to WHITE and V&W including, but not limited to, his obligation to deal fairly and reasonably with WHITE.

95. VACCARO has refused to follow proper and customary procedures with respect to settling cases, distributing fees and recognizing V&W's retaining lien on consents to change attorneys.

96. VACCARO's breach of fiduciary and contractual duties owed WHITE and V&W has caused damage to both.

97. WHITE and V&W suffered damages because of VACCARO's breach of contractual and fiduciary duties he owed to them, including but not limited to his 50% share of fees on all V&W cases, his 50% share of the cases that have come and continue to come into V&W via its phone number and website that VACCARO has taken for clients of his own law firm, and other damages.

98. The amount of damages due are unknown as information to calculate them is in the exclusive control of the defendant.

CANCELLATION OF GUARANTEES

99. VACCARO initially stated he wanted to remain in the firm's current office space and would see to have WHITE removed from his personal guarantee for the lease providing all shares in BVW Battery LLC, the office tenant, be signed over to VACCARO by both WHITE and the other 50 shareholder in BVW Battery LLC.

100. Relying on VACCARO'S stated intention, WHITE instructed his counsel to have the outstanding shares owned by a third party available for transfer to VACCARO. This process required a substantial amount of work, time, and approximately three weeks to complete at WHITE'S expense.

101. Based on VACCARO'S representations, WHITE arranged to move his future law practice to another location.

102. Relying on VACCARO'S representations, WHITE was damaged in paying additional rent on a new office for an additional five (5) months.

103. In June of 2023, after extensive negotiations between counsel for the partners, VACCARO changed his mind and declared he no longer wanted to remain in the current office.

104. WHITE notified VACCARO that pursuant to the "good guy" personal guarantees in the current lease, the firm would have to serve a 90 days' notice and vacate the premises.

105. VACCARO served a reputed 90 days' notice, on or about June 30, 2023, on the landlord indicating that the tenant was terminating the lease. This notice was rejected by the landlord's counsel as there was no right to terminate under the lease.

106. After the 90 days' notice served by VACCARO was rejected, WHITE caused an appropriate notice to be served by both parties.

107. VACCARO'S delay in telling WHITE that VACCARO no longer wanted to remain in V&W's office and months later changing his mind caused WHITE damage.

108. WHITE was damaged by VACCARO'S changing his mind about the office and sending an improper notice by having to pay his 50% share of V&W'S office rent for four (4) more months among other expenses fees and costs, and suffered significant aggravation, annoyance and distress.

FIRST CAUSE OF ACTION AGAINST DEFENDANT VACCARO
(Dissolution by Decree of Court)

109. Plaintiffs repeat and reallege the foregoing paragraphs with the same force and effect as if fully set forth herein.

110. Plaintiff WHITE and defendant, VACCARO, entered into a partnership agreement in June of 2013 under the name Law Office of Vaccaro and White, LLP (V&W).

111. WHITE hereby applies for a Dissolution of V&W by Decree of Court pursuant to Article 6, Section 63. 1 (c) (d) based on the following grounds: a. VACCARO has been guilty of conduct that prejudicially affects the continuation of partnership activities in that VACCARO willfully and persistently has conducted himself in a course of action that violates and contravenes essential tenents of the partnership agreement rendering continuation of the partnership unreasonable and impractical.

112. This proposed dissolution has been caused by VACCARO'S wrongful contravention of the partnership agreement and WHITE seeks a formal dissolution, apportionment of assets and damages as a result.

SECOND CAUSE OF ACTION AGAINST DEFENDANT VACCARO
(Equitable Accounting)

113. Plaintiffs repeat and reallege the foregoing paragraphs with the same force and effect as if fully set forth herein.

114. Formation of the V&W partnership with WHITE and VACCARO as partners, created duties of loyalty, transparency, fair dealing, and fiduciary duties to and between each of the partners and a concomitant duty to the partnership.

115. VACCARO has violated the terms of the partnership agreement by engaging in self-dealing behavior, concealing, controlling and misappropriating partnership assets and intentionally or negligently misrepresenting material facts concerning partnership business.

116. No adequate legal remedies are available to plaintiffs as the amounts due are unknown and in the exclusive control of the defendant.

THIRD CAUSE OF ACTION AGAINST DEFENDANT VACCARO
(Breach of Fiduciary Duty)

117. The plaintiffs repeat and reallege the foregoing paragraphs with the same force and effect as if fully set forth herein.

118. VACCARO, as an attorney and partner in V&W, has a fiduciary duty to all its clients, WHITE and V&W.

119. VACCARO'S fiduciary duties include a duty of loyalty, transparency, fair dealing and good faith to all clients, WHITE and V&W.

120. On information and belief, VACCARO has signed up numerous recent cases on his own behalf and benefit, while continuing to operate as a partner in V&W including, but not limited to, utilizing V&W'S office, phone number, website and other assets.

121. On information and belief, VACCARO has settled some older cases and has kept and misappropriated the proceeds without transparency and notice to either WHITE or V&W.

122. VACCARO has concealed this activity from both WHITE and V&W.

123. VACCARO has violated his duty of loyalty to WHITE and V&W by: directly competing with WHITE and V&W; misappropriating and controlling settlement proceeds from V&W cases; and creating and operating his own law practice in V&W's office while utilizing V&W's phone number, office facilities, funds, and website, among other things, before V&W was dissolved.

FOURTH CAUSE OF ACTION AGAINST DEFENDANT VACCARO
(Breach of Contract)

124. The plaintiffs repeat and reallege the foregoing paragraphs with the same force and effect as if fully set forth herein.

125 VACCARO, as partner in V&W, has contractual duties to WHITE and V&W pursuant to the Partnership Agreement and the firm's customs and practices over a ten (10) year period.

126. Defendant VACCARO continues to act and operate as a partner, albeit in contravention of his duties and obligations to WHITE and V&W.

127. VACCARO's multiple attempts to terminate the partnership are null and of no legal effect.

128. As a partner VACCARO owes WHITE a duty to deal fairly and reasonably in winding down V&W's business, dissolving V&W, negotiating fairly and reasonably in accordance with V&W's partnership agreement.

129. VACCARO is obligated to split all legal fees equally with WHITE pursuant to both the Partnership Agreement and custom and practice.

130. Defendant VACCARO is obligated to reimburse WHITE on an equal basis for all legal expenses V&W paid on settled cases per the Partnership Agreement and custom and practice.

131. The Partnership Agreement covers all cases acquired through and as a result of the use of partnership assets.

132. The Partnership Agreement and the firm's customary practice dictate an equal division of legal fees and reimbursement of disbursements in connection with cases.

133. The Partnership Agreement prescribes an equal division of legal fees on all cases acquired by V&W during the partnership and those V&W cases settled post dissolution irrespective of who is handling the case.

134. On information and belief, VACCARO has signed up new cases in his own name, while operating as a partner and using V&W assets and facilities.

135. Despite using partnership assets of V&W to obtain new cases, VACCARO has announced that he is entitled to 100% of any legal fees from settlement of those cases.

136. Notwithstanding obligations under the partnership agreement and custom and practice used for ten (10) years, VACCARO contends he is entitled to legal fees on old V&W cases he is handling in excess of 50%.

137. On information and belief, VACCARO has settled several cases belonging to V&W and withheld and concealed materials facts of the settlements from V&W and WHITE.

138. On information and belief, VACCARO controls and has misappropriated settlement proceeds owed to V&W and WHITE.

139. On information and belief, VACCARO has apportioned legal fees to himself, withheld legal fees and expenses due to V&W and WHITE in contravention of the Partnership Agreement and custom and practice.

140. VACCARO has violated his obligations of transparency to V&W and WHITE in contravention of the Partnership Agreement and custom and practice.

141. As a result of the lack of transparency V&W and WHITE are unable to obtain material information regarding cases or access to the proceeds to which they are entitled.

142. VACCARO, without WHITE's consent or knowledge, has executed Consents to Change Attorneys on V&W cases signing on behalf of V&W as outgoing attorneys and on behalf of himself and his new firm as the incoming attorney.

143. On information and belief, VACCARO has filed these Consents without WHITE's consent and without acknowledgement of V&W's lien on legal fees and disbursements.

144 On one occasion, VACCARO notified WHITE he wanted to dissolve the firm. WHITE informed VACCARO that unless VACCARO was planning to stay in their offices, they both needed to promptly exercise their rights under their good guy personal guarantees and give their landlord 90 days' notice that the firm would be vacating their offices.

145. In response, VACCARO represented to WHITE that VACCARO wanted to remain in and assume full financial responsibilities for the firm's office.

146. WHITE stated that VACCARO would need to work out a deal with the firm's landlord whereby the landlord would release WHITE from his personal guarantee thereby rendering VACCARO the sole guarantor.

147. WHITE agreed to VACCARO's proposal and in reliance on VACCARO's representations, WHITE expended money, time and effort negotiating with another attorney holding shares in the tenant entity to tender those shares to VACCARO, thereby consolidating VACCARO'S control of the tenant entity.

148. WHITE, to his detriment, relied on VACCARO's representations in good faith.

149. WHITE rented a separate office space for his future law firm in reliance on VACCARO's representations and the parties' agreement that WHITE would move out of the

office and VACCARO would remain in the office and assume full responsibility for office expenses once the partnership was dissolved by agreement.

150. On or about June 30, 2023, VACCARO notified WHITE that VACCARO had changed his mind and was no longer interested in remaining in the office and that the parties would need to give their landlords 90 days' notice of their intent to vacate the office space.

151. VACCARO breached the agreement he made with WHITE regarding the office and on which WHITE relied.

152. As a result of VACCARO'S breach, WHITE has had to pay his 50% share for at least an additional four (4) months' rent on the firm's office and other expenses in addition to WHITE's renting other office space relying on VACCARO's representations and agreement.

153. Without WHITE's consent or permission, VACCARO expropriated and utilized content from V&W's website paid for by V&W and exhibited it on VACCARO's new website.

154. Defendant VACCARO has also breached contractual and fiduciary duties he owes to WHITE and V&W by creating a hostile work environment by his behavior and mistreatment of V&W staff in addition to his behavior and mistreatment of WHITE.

155. VACCARO's behavior resulted in one staff member quitting and another senior staff member refusing to work in the same office as VACCARO both of which negatively affected the firm's ability to conduct business.

156. Defendant VACCARO also breached the contractual and fiduciary duties he owes to WHITE, V&W and to himself by refusing get medical attention in connection with his bicycle crash and subsequent falling down stairs causing head trauma. These mishaps to VACCARO occurred within a short period of time and resulted in two surgeries. hospitalization and absence from work.

157. VACCARO's actions have wrongfully hastened and precipitated the demise of an otherwise successful partnership resulting in damage to both WHITE and V&W, rendering it impossible and impractical to continue the firm's operations.

WHEREFORE, plaintiffs respectfully requests judgment on its complaint and Orders as follows:

1. On the first cause of action, an Order dissolving V&W and identifying its assets as of a date to be determined by the Court;
2. a. On the second cause of action, an Order directing plenary discovery in an accounting of all V&W cases and other assets, including but not limited to, cases in which V&W has represented the client and cases where VACCARO's own firm has been retained, while VACCARO continued to operate as a partner until the date of dissolution as determined by the Court;

   b. On the second cause of action. an Order establishing that legal fees and expenses paid toward V&W cases are to be divided equally upon settlement whether settled pre or post dissolution, irrespective of the partner handling the case;
3. a. On the third cause of action, a determination that VACCARO has violated his fiduciary duties to WHITE and V&W, during the period VACCARO operated as a partner, and is liable for damages to plaintiff, whether direct or indirect, in an amount to be determined by the Court;

   b. On the third cause of action, an Order directing VACCARO to acknowledge WHITE's fifty percent (50%) legal fee retaining lien on all V&W cases and to note that lien on all Consents to Change Attorney filings;
4. On the fourth cause of action. an Order determining that VACCARO has violated his contractual duties to WHITE and V&W. at any time VACCARO operated as a partner of

V&W and assessing the amount of damages to plaintiffs; and for such other and further relief as the court may deem just and proper including costs, fees and reasonable attorney's fees.

Dated: New York, New York
October 30, 2023

Yours, etc.

ANTHONY MICHAELS, ESQ.
Attorney for Plaintiff
325 Broadway 400
New York, NY 10007
212 577 2525

VERIFICATION

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

I, Adam White, am duly licensed to practice law in the State of New York and Partner and Manager of LAW OFFICE OF VACCARO & WHITE, LLP, the plaintiffs in the annexed action against STEPHEN VACCARO and STEVE VACCARO LAW, LLP. As such I am fully aware of the facts and circumstances that give rise to this action. I have reviewed the foregoing complaint and believe the facts and allegations contained therein to be true to the best of my recollection other than those matters which are stated to be upon information and belief of which I believe the same to be true and affirm the same to be true under penalties of perjury.

October 30, 2023

ADAM WHITE

LAW OFFICE OF VACCARO & WHITE, LLP
By Adam White-Manager/Member